SIXTH AMENDMENT TO THE INTERCONNECTION AGREEMENT UNDER SECTION 251 OF THE TELECOMMUNICATIONS ACT OF 1996

This Sixth Amendment to the Interconnection Agreement under Section 251 of the Telecommunications Act of 1996 (the "Amendment") is dated as of ______ 2002, by and between Illinois Bell Telephone Company d/b/a "Ameritech Illinois" ("Ameritech") and AT&T Communications of Illinois, Inc., with offices at 222 West Adams Street, Chicago, IL 60606 ("AT&T").

WHEREAS, Ameritech and AT&T are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of January 14, 1997, as previously amended (the "**Agreement**");

NOW THEREFORE, the Parties agree to add the following terms and conditions to their Agreement:

- 1.0 Ameritech shall provide to AT&T the following in connection with Ameritech's provision of Unbundled Network Elements to AT&T pursuant to this Amendment and the Agreement:
 - 1.1 Unbundled Local Switching with Shared Transport (ULS-ST)

 Ameritech shall provide Unbundled Local Switching with Shared Transport, as described in Part 19, Section 21 of Tariff Ill.C.C.No.20.
- Ameritech shall provide the following OS/DA and National Directory Assistance services to AT&T:
 - 2.1 OS/DA-Ameritech Branding—Service Provider ID (SPID)
 - 2.1.1 Branding is the procedure of identifying a provider's name audibly and distinctly to the End User at the beginning of each OS and DA call. Ameritech will use Service Provider ID (SPID) branding functionality to brand OS and DA service in AT&T's name for services using UNEs, as described below.
 - 2.1.1.1 Where Ameritech provides AT&T Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand.
 - 2.1.1.2 AT&T will provide written specifications of its company name to be used by Ameritech to create AT&T's specific branding announcement for its OS and DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
 - 2.1.2 AT&T, when purchasing Ameritech unbundled local switching, is responsible for maintaining its End User

- customer records in Ameritech Line Information Database (LIDB). AT&T's failure to properly administer customer records in LIDB may result in branding errors.
- 2.1.3 An initial non-recurring charge applies per brand, per Operator Assistance Switch for the establishment of AT&T specific branding. In addition, a per call branding charge applies for every OS/DA call handled by Ameritech on behalf of AT&T when such services are provided in conjunction with the purchase of Ameritech unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 2.2 Operator Service and Directory Assistance Reference Rates Information -
 - 2.2.1 Ameritech shall maintain a database referenced by an Ameritech Operator for AT&T OS and DA specific Reference/Rater information. Where technically feasible and available, Ameritech will provide AT&T OS and DA Rate/Reference Information, as follows:
 - 2.2.1.1 AT&T will furnish OS/DA Reference and Rater information in accordance with the process outlined in the Operator Services Questionnaire (OSQ).
 - 2.2.1.2 AT&T will inform Ameritech via the Operator Services Questionnaire (OSQ) of any changes to be made to Reference/Rater information
 - 2.2.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of AT&T's OS and DA Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the AT&T's OS Reference or Rater information.
 - 2.2.1.4 When an Ameritech Operator receives a rate request from an AT&T End User, Ameritech will quote the applicable OS and DA rates as provided by AT&T.

2.3 National <u>Directory Assistance (NDA)</u>

2.3.1 National Directory Assistance is a service in which listed telephone information (name, address, and telephone numbers) is provided

- for residential, business and government accounts throughout the 50 states to AT&T End Users.
- 3.0 Rates and charges for the services provided hereunder pursuant to an effective tariff shall be as specified in the applicable tariff. Rates and charges for services provided pursuant to the Agreement (and not pursuant to an effective tariff) shall be as specified
- 4.0 On January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Board, 525 U.S. 366, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 119 S Ct. 2016 (June 1, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which became effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which became effective 120 days following publication of such Order in the Federal Register (May 17, 2000). On July 18, 2000, the United States Court of Appeals issued its opinion in *Iowa Util. Bd. v.* FCC, 219 F.3d 744 (8th Cir. 2000) cert. granted 121 S.Ct. 877-79 (2001). With this Amendment, neither Party waives any of its rights, remedies or arguments with respect to such decisions, any remands thereof, or any federal or state proceedings related thereto, including its right to seek legal review or a stay of such decisions, or its rights under the Amendment.
- 5.0 This Amendment does not extend the term of the Agreement. On and from this Amendment's Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.
- 6.0 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 7.0 This Amendment constitutes the entire amendment of the Agreement as to the subject matter set forth herein and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party have caused this Amendment to be executed by its duly authorized representatives.

AT&T	Ameritech ILLINOIS
By:	By:
Title:	Title:
Name:(Print or Type)	Name:(Print or Type)
Date:	Date: